UNITED STATES BANKRUPTCY COURT FOR
THE EASTERN DISTRICT OF OKLAHOMA

IN RE: SUE DELL JAMES
AKA SUE DELL LITTLE
XXX-XX-1208

Debtor.

Bk. Case No. 09-80271
CHAPTER 13

OBJECTION TO CONFIRMATION OF PLAN

Deutsche Bank Trust Company Americas fka Banker's Trust Company, as Trustee for Saxon Asset Securities Trust 2001-3 as serviced by Saxon Mortgage Services, Inc., hereinafter referred to as "Movant", holding a secured claim against the above named Debtor, hereby objects to Confirmation of the Debtor's proposed Plan on the following grounds:

Movant holds a secured claim secured only by a first mortgage on the Debtor's principal residence described as follows, to wit:

ALL THAT PART OF THE SW/4 OF THE NW/4 OF THE SW/4 OF SECTION 4, TOWNSHIP 2 SOUTH, RANGE 27 EAST OF INDIAN BASE AND MERIDIAN, DESCRIBED AS FOLLOWS: BEGIN 200 FEET NORTH OF THE SOUTHWEST CORNER OF THE NW/4 OF THE SW/4 OF SECTION 4; THENCE NORTH 208.71 FEET; THENCE EAST 300 FEET; THENCE SOUTH 208.71 FEET; THENCE WEST 300 FEET TO THE POINT OF BEGINNING

PROPERTY ADDRESS: HC 15, Box 1260, Watson, OK 74963

Debtor fails to list the arrearage owed to Movant, but the actual arrearage, as shown by the Proof of Claim filed by Movant on March 27, 2009, is $5,711.75. Debtor's plan also does not propose to pay the arrearage with interest. However, the contract between the parties requires that the disbursed items listed on the claim be cured with interest at the note rate of 12.75% per annum, until paid. (See paragraph 7 of the mortgage). Failure to pay the entire arrearage claim as filed with interest at the contract rate would be an impermissible violation of 11 U.S.C. §1322(b)(2) and Nobelman v. American Savings Bank, 113 S. Ct. 2106 (1993).

As proposed the plan will not cure the total arrearage within a reasonable time as required by 11 U.S.C. Section 1322(b)(5).

In accordance with the Fair Debt Collection Practices Act, unless the consumer, within thirty days after receipt of this notice, disputes the validity of any portion of the debt, the debt will be assumed valid. If said consumer notifies the undersigned attorney for Plaintiff in writing within said thirty day period that any portion of the debt is disputed, said attorney will obtain verification of the debt and/or judgment and a copy of such verification will be mailed to said consumer by the undersigned attorney for Plaintiff; and upon written request by the consumer within the thirty day period, the undersigned attorney for Plaintiff will provide the name and address of the original creditor, if different from the current creditor. This is an attempt to collect a debt and any information obtained will be used for that purpose.

The confirmation hearing is scheduled for May 7, 2009 at 9:00 a.m.

WHEREFORE, Deutsche Bank Trust Company Americas fka Banker's Trust Company, as Trustee for Saxon Asset Securities Trust 2001-3 as serviced by Saxon Mortgage Services, Inc., secured creditor herein, objects to Confirmation of the Plan as proposed by the Debtor herein, and prays the same be modified so as to comply with the requirements of Chapter 13 of Title 11 of the United States Code, and, for such other relief as the Court may deem proper.

SHAPIRO & CEJDA, L.L.P.

BY: s/Kirk J. Cejda
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Attorney for Secured Creditor

CERTIFICATE OF MAILING

The undersigned hereby certifies that on the 9th of April, 2009, the foregoing Objection was mailed to the following parties, to-wit: Sue Dell James, HC 15 Box 1260, Watson, OK 74963, (Debtor) and service by the system to Teddy J. Abbott, (Attorney for Debtor), William M. Bonney, (Trustee).

s/Kirk J. Cejda
Kirk J. Cejda #12241

File No. 09-103051